

JS 44 (Rev. 12/07, NJ 5/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Anita Hyman, Jay Hyman

(b) County of Residence of First Listed Plaintiff

BE

HUDSON

(c) Attorney's (Firm Name, Address, Telephone Number, and Email Address)

Burton Dorfman, P.C.

Tel: (845) 353-3500

450 Piermont Ave.

Fax: (845) 353-3529

Piermont, NY 10968

Burdorfman@gmail.com

DEFENDANTS

West Coast Holdings Group, Inc.
Steven Dean Kennedy (aka Stephen Dean Kennedy)
Jay Mac Rust
County of Residence of First Listed Defendant Clark (Nevada)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known) unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity).

28 U.S.C. § 1332

Brief description of cause:

recovery of loan proceeds that have not been repaid

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

8500,000+interest

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S)

(See instructions):

JUDGE

DOCKET NUMBER

Explanation:

10/06/10

DATE

SIGNATURE OF ATTORNEY OF RECORD

Jonathan M. Victor

BURTON DORFMAN, P.C.
JONATHAN VICTOR, ESQ., Of Counsel
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UNITED STATES DISTRICT COURT
for the
DISTRICT OF NEW JERSEY

ANITA HYMAN and JAY HYMAN, Civil Action No.
Plaintiffs, COMPLAINT

-against-

WEST COAST HOLDINGS GROUP, INC. and
STEVEN DEAN KENNEDY (a/k/a STEPHEN DEAN KENNEDY),
And J.MAC RUST,

Defendants.

COMPLAINT

Anita Hyman and Jay Hyman, herein by and through their attorneys, Law Offices of Burton Dorfman, P.C., JONATHAN VICTOR, ESQ., Of Counsel, for their complaint against the above-captioned defendants in the subject action respectfully alleges upon information and belief as follows:

THE PARTIES

1. Plaintiffs Anita Hyman ("Anita") and Jay Hyman ("Jay") collectively "the Hymans" both reside at 159 Second Street, Apartment 1109, Jersey City, New Jersey. Defendant West Coast Holdings Group, Inc. ("West Coast") has a principal place of business at 3838 Raymert Drive, Suite 3, Las Vegas, Nevada 89121. Defendant Steven Dean Kennedy, a/k/a

Stephen Dean Kennedy ("Kennedy") has, upon information and belief a principal place of business at 3838 Raymert Drive, Suite 3, Las Vegas, Nevada 89121 and resides at 37 Shea Ridge, Rancho Santa Margarita, California 92688. Defendant, J. Mac Rust, is an individual residing at 4101 County Road 253, Stephenville, Texas with a principal place of business located at 166 South Belknap, Suite 1, Stephenville, Texas .

JURISDICTION

2. The jurisdiction of this Court is invoked pursuant to 28 USC 1332 (a).as there is complete diversity of citizenship between the Plaintiffs and Defendants and the amount in controversy exclusive of costs exceeds \$75,000.00.

VENUE

3. . Venue is proper pursuant to 28 USC 1391(a).as a substantial part of the acts giving rise to the claims herein took place within the State of New Jersey and both Plaintiffs reside in New Jersey.

NATURE OF ACTION

4. Anita is an individual who made a loan in the amount of Five Hundred Thousand (\$500,000.00) Dollars to the Defendant West coast.
5. Anita paid the sum of \$500,000 by making the check payable to Defendant Mac Rust.
6. Anita was induced to make this loan due to the actions and representations of the Defendants (collectively or individually).
7. That the Note was guaranteed by Defendant Kennedy.
8. Anita has commenced this action due to the separate and collective defaults of the Defendants which have caused her harm.
9. Jay is an individual who made a loan in the amount of One Hundred Thousand

(\$150,000.00) Dollars to the Defendant West Coast.

10. Jay was induced to make this loan due to the actions and representations of the Defendants (collectively or individually).
11. Jay has commenced this action due to the separate and collective defaults of the Defendants which have caused him harm.
12. West Coast signed a promissory note to Anita and has defaulted in its obligations under said note.
13. West Coast signed a promissory note to Jay and has defaulted in its obligations under said note.
14. Kennedy is made a defendant herein because, among other things, he operated West Coast and propounded documents and representations from West Coast to the Hymans' which were relied upon by the Hymans'.
15. Kennedy is made a defendant because, among other things, he personally guaranteed the performance of West Coast on the note to Jay.
16. In or about September 2008, Jay was approached by the Defendants or their agents to make a loan to West Coast.
17. Jay's loan was evidenced by a promissory note dated October 21, 2008. The terms of the note were repayment of the principal sum with interest calculated at seventeen (17%) percent per annum for 30 days and twenty (22%) percent per annum thereafter.
18. In furtherance of this agreement, on or about October 21, 2008 Kennedy, acting in his purported capacity as president of West Coast, executed a promissory note for the benefit of Jay.
19. Additionally, and simultaneously with the execution of the promissory note mentioned

above, Kennedy executed a personal guarantee to Jay, of all obligations of West Coast under the promissory note.

20. Thereafter, as agreed by the parties, Jay delivered the sum of \$150,000.00 to the Defendants or their agent.
21. But for the compensation promised Jay would not have agreed to make this loan.
22. Anita was then presented by West Coast with the opportunity to loan the sum of Five Hundred Thousand (\$500,000.00) Dollars to West Coast.
23. Upon the representations of Kennedy, this amount was to be secured by an insurance policy through Lloyd's of London or some other reputable insurance or surety provider.
24. In fulfillment of Anita's condition of providing this loan, Anita was advised by Kennedy that an insurance policy was procured as agreed.
25. In furtherance of this agreement, on or about December 26, 2008 Kennedy, acting in his purported capacity as president of West Coast, executed a promissory note for the benefit of Anita.
26. The terms of the note were repayment of the principal sum with interest calculated at seventeen (17%) percent per annum for ninety (90) days and twenty (22%) percent per annum thereafter.
27. Anita then supplied the sum of Five Hundred Thousand (\$500,000.00) payable to Mac Rust for the benefit of Defendants.
28. But for the compensation promised Anita would not have agreed to make this loan.
29. To date West Coast has made no payment on its note to Jay.
30. Despite due demand by Jay to West Coast, West Coast continues in its refusal and/or failure to make any payments.

31. To date Kennedy has failed to make payments pursuant to his guarantee and in fulfillment of the obligations of West Coast.
32. Despite due demand by Jay to Kennedy, Kennedy continues in his refusal and/or failure to make payments.
33. To date West Coast has made no payment on its note to Anita.
34. Despite due demand by Anita to West Coast, West Coast continues in its refusal and/or failure to make payments.
35. To date no payment has been made pursuant to the financial guarantee issued to Anita to assure fulfillment of the obligations of West Coast.

AS AND FOR A FIRST CLAIM FOR RELIEF-ANITA HYMAN

36. The Plaintiff repeats and realleges the above paragraphs as though set forth at length herein.
37. Anita received a promissory note from West Coast.
38. The Defendant West Coast has failed to make payments on the promissory note it issued to Anita. This failure continues despite due demand having been made by Anita.
39. Anita demands judgment against West Coast in the amount of the principal due of Five Hundred Thousand (\$500,000.00) with interest at seventeen (17%) percent per annum from December 26, 2008 through March 27, 2009, and the additional interest at twenty-two (22%) percent per annum from March 28, 2009 thereafter.

AS AND FOR A SECOND CLAIM FOR RELIEF-ANITA HYMAN

- 40. The Plaintiff repeats and realleges the above paragraphs as though set forth at length herein.
- 41. Kennedy assured Anita of the insurance policy to assure repayment by West Coast to Anita.
- 42. West Coast has refused to pay Anita.
- 43. Anita respectfully requests that this Court issue a declaration that the Defendants make the proceeds of the insurance policy available to Anita for payment.

AS AND FOR A THIRD CLAIM FOR RELIEF-JAY HYMAN

- 44. The Plaintiff repeats and realleges the above paragraphs as though set forth at length herein.
- 45. Jay received a promissory note from West Coast.
- 46. Defendant West Coast has failed to make payments on the promissory note it issued to Jay.
- 47. This failure continues despite due demand having been made by Jay.
- 48. Jay demands judgment against West Coast in the amount of the principal due of \$150,000.00 with interest at seventeen (17%) percent per annum from October 21, 2008 through November 22, 2008, and the additional interest at twenty-two (22%) percent per annum from November 23, 2008 thereafter.


AS AND FOR A FOURTH CLAIM FOR RELIEF-JAY HYMAN

- 49. The Plaintiff repeats and realleges the above paragraphs as though set forth at length herein.
- 50. Kennedy guaranteed performance by West Coast to Jay.
- 51. West Coast has failed to make payments on the promissory note it issued to Jay.
- 52. Despite West Coast's failure to make payments on the promissory note West Coast issued to Jay, Defendant Kennedy, as guarantor of the note, has failed to pay Jay.
- 53. Jay respectfully requests that this Court grant him judgment against Kennedy in the amount

of the principle due of \$150,000.00 with interest at seventeen (17%) percent per annum from October 21, 2008 through November 22, 2008, and the additional interest at twenty-two (22%) percent per annum from November 23, 2008 thereafter.

WHEREFORE Plaintiffs demands judgment on their Complaint granting them money judgments against the Defendants, equitable relief against the Defendants, together with costs and disbursements, as allowable by law; and, for such, further and different relief as this Court may deem fair, just and proper.

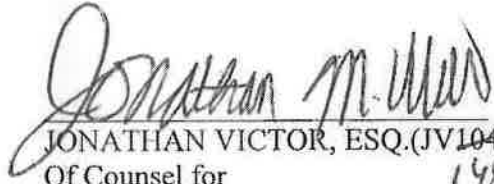
Dated: October 6, 2010
Piermont, New York


Jonathan Victor, Esq., (JV10489)
Of Counsel
BURTON DORFMAN, P.C.

CERTIFICATION

I certify to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

Dated: October 6, 2010
Piermont, New York


JONATHAN VICTOR, ESQ. (JV1049)
Of Counsel for
BURTON DORFMAN, P.C.
Attorney for the Plaintiffs 1489

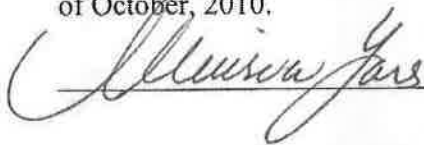
STATE OF Florida
COUNTY OF Palm Beach

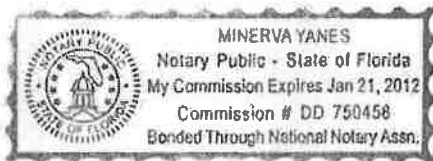
Anita Hyman, being duly sworn deposes and says:

1. I am Plaintiff in the within action.
2. I have read the foregoing Complaint and know the contents thereof. The same is true to my own knowledge, except as to matters alleged upon information and belief, and as to those matters, I believe them to be true.


ANITA HYMAN

Sworn to before this 15 day
of October, 2010.





STATE OF Florida
COUNTY OF Palmer Beach

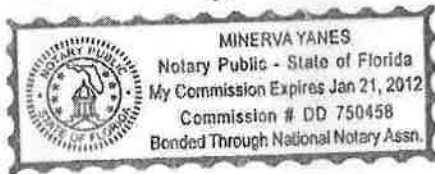
Jay Hyman, being duly sworn deposes and says:

1. I am Plaintiff in the within action.
2. I have read the foregoing Complaint and know the contents thereof. The same is true to my own knowledge, except as to matters alleged upon information and belief, and as to those matters, I believe them to be true.

Jay Hyman
Jay J Hyman

Sworn to before this 1st day of
October, 2010.

Minerva Yanes



JD 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of New Jersey

ANITA HYMAN and JAY HYMAN

Plaintiff

v.

West Coast Holdings Group, Inc.,
Steven Dean Kennedy (a/k/a Stephen
Dean Kennedy) and J. Mac Rust,

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* West Coast Holdings Group, Inc., 3838 Rymert Dr., Ste 3, Las Vegas, NV
89121; Steven Dean Kennedy (a/k/a Stephen Dean Kennedy), 37 Shea Ridge,
Rancho Santa Margarita, CA 92688 and J. MacRust, 4101 County Road 253,
Stephenville, Texas 76401

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk